



Report to the Auburn City Council

Action Item

3

Agenda Item No.

City Manager's Approval

To: Mayor and City Council Members
From: Jack Warren, Director of Public Works/City Engineer
By: Bernie Schroeder, Engineering Division Manager *BS*
Date: August 24, 2009
Subject: Consultant Agreement for WWTP Improvements Project – Eco:logic Engineering

The Issue

Shall the Council authorize a consultant agreement to Eco:logic Engineering for construction support for the 2009 WWTP Improvements Project?

Conclusions and Recommendation

Staff recommends that the City Council, by **RESOLUTION**, authorizes the Director of Public Works to execute the consultant agreement with Eco:logic Engineering for construction support for the 2009 WWTP Improvements Project.

Background

In October 2007, the Council authorized a consultant agreement with Eco:logic Engineering to prepare construction specifications for the 2009 WWTP Improvements Project. The consultant agreement is for professional services related to the construction phase of the 2009 WWTP Improvements Project.

The consultant agreement with Eco:logic is split between three main tasks:

Task 1: Design Engineering Services during Construction

- Construction Assistance
- Respond to Requests for Information and Clarifications from Contractor

Task 2: Construction management Services (Electrical & Re-Bar Placement)

- On-site Inspection (Electrical & Re-Bar Placement)

Task 3: Post Construction Services

- Compilation of Record Drawings
- Final Project Engineering Report

Detailed descriptions of each task are included as part of the professional service agreement. The total cost of the professional service agreement is \$368,030.

Council is anticipated to award the construction contract to GSE Construction Company on tonight's Council meeting for the 2009 WWTP Improvements Project.

Alternatives Available to Council; Implications of Alternatives

1. Proceed with the staff recommendation.
2. Do not proceed with staff recommendation.

Fiscal Impact

The cost to complete the three tasks incorporated into the agreement total \$368,030 which was included in the preparation of the project cost for the 2009 WWTP Improvements Project as approved in the 2009-10 City of Auburn Operating Budget in the Sewer Enterprise Fund.

Funding for this project has been made available from the recent sale of Wastewater Treatment Facility Revenue Bonds, which includes a \$7.65 million deposit to the Wastewater Facility Upgrade project fund. Amounts available in the project fund will cover the cost of construction, construction engineering, inspection and administration as well as anticipated capital capacity needs.

Attachments: Consultant Agreement
 Resolution

PROFESSIONAL SERVICES AGREEMENT
(City of Auburn / *Eco:logic, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and **Eco:logic Engineering, Inc.** a *California, Corporation* ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *Engineering Services & Construction Management for the 2009 Wastewater Treatment Plant Improvements Project.*
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's *June 26, 2009* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's *June 26, 2009* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": August 25, 2009.
- 3.4 "Expiration Date": August 25, 2011.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Three Hundred Sixty Eight Thirty Dollars (\$368,030) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Michael Harrison** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not

enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn
1225 Lincoln Way
Auburn CA 95603
Telephone: (530) 823-4211 x ____
Facsimile: (530) 823-4216

If to Consultant:

Eco:logic Engineering, Inc.
3875 Atherton Rd
Rocklin, CA 95765
Telephone: (916) 773-8100
Facsimile: (916) 773-8448

With courtesy copy to:

Michael G. Colantuono, Esq.
Auburn City Attorney
Colantuono, Levin & Rozell, APC
11406 Pleasant Valley Road
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or

condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written

agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19 PREVAILING WAGES

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be

certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

"Consultant"
Eco:logic Engineering, Inc.

By _____

By: _____
_____, *President*

Date: _____

Date: _____

Professional Services Agreement
City of Auburn / Eco:logic Engineering, Inc.

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Attest:

By _____
Deputy City Clerk

Date: _____

Approved as to Form:

By _____
City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK



3875 Atherton Road
Rocklin, CA 95765
916.773.8100
916.773.8448

June 26, 2009

Mr. Jack Warren P.E.
Public Works Director
City of Auburn
1225 Lincoln Way
Auburn, CA 95603

RE: Scope and Fee Estimate for Construction Management and Engineering Services for the 2009 WWTP Improvements Project

Dear Mr. Warren:

ECO:LOGIC has completed the design for the 2009 WWTP Improvements Project and we are currently assisting you with the bidding services. Our current contract covers our services through project award to the contractor with the lowest responsive bid. We are not currently under contract to complete the engineering services during construction and construction management services.

This letter provides you the scope of work and fee estimates for completing the engineering and limited construction inspection services for this Project. We understand that the City will be contracting the Construction Management with Dan Rich and the daily inspection will be done by City staff. We have revised our original scope of services to reflect this change. The following is a detailed description of our services

Task 1 – Design Engineering Services During Construction

Our design engineering services scope of work consists of the following tasks:

Task 1.1 – Preparation of Conformed Contract Documents. ECO:LOGIC design staff will prepare, reproduce and issue conformed contract documents, incorporating all addenda revisions and bid options selected by the City. The conformed documents are intended to provide clear consolidation of project requirements for use by the construction management team and the contractor to reduce the need for clarification requests and the potential for misunderstandings. Fifteen (15) full-sized sets will be prepared, ten (10) of which are required to be provided to the contractor. Five (5) half-sized sets will be prepared.

Task 1.2 - Attend On-Site Meetings. ECO:LOGIC will attend on-site meetings held periodically by the City, the Construction Manager (CM), and/or the Contractor to enable timely and effective resolution of important matters as they materialize and to confirm compliance of constructed work with the design intent. The number and frequency of meetings will be determined by the City. At this time, a pre-construction meeting, up to 12 monthly progress meetings, and an allowance for three additional meetings are proposed.

www.ecologic-eng.com



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Task 1.3 – Review Contractor Submittals. After initial review and screening by the CM, ECO:LOGIC design staff will review selected material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be conveyed to the CM for processing and distribution. Approximately 50 separate submittals (total of initial and up to one re-submittal on individual items) are anticipated, 95% of which are expected to require detailed review by our design staff.

Task 1.4 – Respond to Requests for Information and Clarifications. ECO:LOGIC design staff will respond in writing and in a timely manner to requests for information (RFIs) from the CM. The number and nature of RFIs and the time needed in responding to them depends to a large degree on the contractor's experience and diligence. We anticipate approximately 40 RFIs for this project.

Task 1.5 – Assist in Preparation of Change Orders. ECO:LOGIC design staff will provide technical input in the consideration and execution of change orders, as necessary.

Task 1.6 – PLC and SCADA System Programming. ECO:LOGIC design staff will provide software programming required to make fully operational the programmable logic controllers (PLCs) and SCADA system equipment provided and installed by the contractor on the project. ECO:LOGIC SCADA design staff will work closely with City operations staff to customize operator interface screens for ease of use and to achieve optimum functionality. This task consists of SCADA system software configuration and programming, PLC programming, and field testing and start-up. The hour estimate is based on similar sized projects. This estimate may be revised at the time of configuration based on plant operations staff preferences.

Task 1.7 – Supplemental Operations Startup Assistance. ECO:LOGIC will provide certified operations staff to assist the City in the orderly and successful startup and training of City staff. A proposed initial allowance of 40 hours of certified operator time can be supplemented as needed to include more extensive operator training or supervision if required by the City.

Task 1.8 – Final Inspection. ECO:LOGIC design staff will assist in performing a final inspection of construction work, including making a recommendation for final acceptance. Based on experience with similar facilities, we anticipate one site visit by one professional engineer will be required.

Task 1.9 – Prepare Record Drawings. ECO:LOGIC design staff will prepare final record drawings incorporating construction details and modifications recorded by the contractor. Documents will be provided to the City on electronic disk (AutoCAD, MS Word) and hard copy (one full size, three half size) formatting. We note that the completeness and accuracy of record drawing information depends in large part on the diligence of the contractor. Our estimated effort assumes this information will be kept, be clear and readily available.



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Task 1.10 – Prepare Operation and Maintenance Manual. ECO:LOGIC will prepare an operation and maintenance manual to explain the design intent, function, and operation requirements of project facilities. This task will also include other process areas to provide an overall manual contents which will provide City operations staff guidance as to why facilities are needed and how they are expected to be operated to meet regulatory standards the facility was designed to meet. The manual will incorporate cross referencing with equipment specific operating and maintenance instructions to be provided by the contractor. A draft manual (three [3] copies) will be prepared for review by City staff prior to 90% completion of the initial 12 month construction phase. Five (5) copies of the final manual, incorporating review comments, will be prepared and submitted in expandable three ring binders and a companion compact disk prior to initial start-up of facilities. Based on our experience on similar projects, we estimate an appropriate allowance for the Auburn manual to be \$80,000, though there may be opportunities to reduce this effort.

Task 1.11 – Project Management and Administration. Project management and administration, and coordination of task activities and quality control reviews by senior level engineering staff will be performed in a timely and efficient manner.

Task 2.0 – Construction Management Services.

Construction management tasks are classified as Construction Phase Services and Post Construction Services with estimates of cost presented in the attached tabulation. We have revised our scope to only provide special inspection for electrical and re-bar placement along with other necessary tasks. Our construction phase services include the following tasks:

Task 2.1 – Conduct the Pre-Construction Meeting. ECO:LOGIC's electrical inspector will coordinate, and attend the pre-construction meeting, for which an agenda will be prepared and distributed by the Construction Manager.

Task 2.2 – On-Site Inspection. ECO:LOGIC will provide staff on an as-needed basis to perform the following:

- A maximum of 20 electrical inspections
- A maximum of 22 re-bar placement inspections.

Task 2.3 – Start-up Testing and Initial Operations Assistance. ECO:LOGIC will oversee facilities acceptance testing and start-up. During the start-up and testing phase of the construction project, the ECO:LOGIC electrical inspector will play a lead role in the start-up and testing of every aspect of the treatment facilities. The contractor's schedule will be utilized to coordinate the start-up operations between the contractor, design engineer, City operations staff and the construction management team. Comprehensive testing of functional equipment, sub-systems, and entire treatment processes will be



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necessary. We will be actively involved in the commissioning of each individual electrical sub-system into the WWTP's operational scheme including the new Ultraviolet disinfection system and the new secondary clarifier.

Task 3 – Post Construction Services

Our post construction services include the following tasks:

Task 3.1 – Compilation of Record Drawings. ECO:LOGIC has budgeted eight (8) hours for the special inspector to assist City staff inspector to compile and submit to the design engineer all confirmed changes documented by the contractor during construction needed for the preparation of record drawings.

Task 3.2 – Final Project Engineering Report. Following the filing of the Notice of Completion, ECO:LOGIC will review the final construction report prepared by the construction manager.

A breakdown of estimated costs for these tasks is presented in the attached tabulations (Exhibit A and Exhibit B). We estimate a total cost for design related engineering services during construction to be \$334,000.

As we discussed in our last meeting, we would like to work with the City at reducing our fees for the construction management portion of the project. As such, we have prepared a fee estimate that assumes that the construction management would be completed by Dan Rich and full time inspection would be completed by City staff. Furthermore, construction staking and materials testing would be contracted directly with the City. ECO:LOGIC will only provide special inspections for the rebar and electrical work. ECO:LOGIC will also train City staff while on site to complete future re-bar and electrical inspections. We believe that this will provide a benefit to the City by training their staff to complete more specialized inspection activities. We estimate the cost for this construction management approach to be \$34,000.

Our estimates prudently assume the duration of construction will be the entire construction period allowed (13 months). To the extent the construction period can be reduced, so shall be reduced the hours and cost of construction services. It is always the goal of our staff to reduce our cost and the total project cost by as much as possible during construction.

Our cost includes quantitative allowances for site visits, submittal reviews, RFI responses, and final inspections, which are based on our prior experience on similar projects. The actual needs of the project and our resulting costs will depend on the how efficiently construction progresses and the thoroughness and diligence of the contractor in preparing and submitting information required for review.

Professional Services Agreement
City of Auburn / Eco:logic Engineering, Inc.



Mr. Jack Warren P.E.
City of Auburn
June 26, 2009
Page 5

We look forward to the opportunity to assist the City of Auburn in completing the WWTP 2009 Improvements Project. Please let us know if our scope and fee proposal are acceptable to the City and whether the City would like to amend our existing contract or initiate a separate contract for these services. Please contact Michael Harrison (916) 773-8100 if you have any questions regarding this proposal.

Sincerely,

ECO:LOGIC Engineering

A handwritten signature in black ink, appearing to read "Michael J. Harrison".

Michael J. Harrison, P.E.
Project Manager

cc: Bernie Schroeder

Attachments:
Exhibit A
Exhibit B

EXHIBIT B APPROVED FEE SCHEDULE

EXHIBIT A CITY OF AUBURN 2009 WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT ENGINEERING DESIGN SERVICES DURING CONSTRUCTION FEE ESTIMATE

	ECO:LOGIC Staff Hours at Indicated Rate (a)											ECO:LOGIC Labor Cost	Expenses	Subcontractors	Total Cost
	Principal Engineer	Managing Engineer	Supervising Engineer	Senior Engineer	Associate Engineer I	SR Field SCADA Technician	Assistant Engineer	Operations Specialist	Supervising Designer	Senior Designer	Admin. Assistant				
1.0 Engineering Design Services During Construction	\$206	\$197	\$187	\$176	\$151	\$155	\$121	\$137	\$129	\$121	\$77				
1.1 Prepare Conformal Plans and Specifications (b)	4		4	16	16				40		16	\$13,196	\$1,500		\$14,696
1.2 Attend On-Site Meetings and Site Visits (c)	4		24	96	8							\$23,416	\$750		\$24,166
1.3 Review Contractor Submittals (d)	4		24	40	80		40	0			24	\$31,120		\$1,200	\$32,320
1.4 Respond to Requests for Information and Clarifications (e)	4		24	48	48			24				\$24,104	\$1,000	\$1,200	\$26,304
1.5 Assist in Preparation of Change Orders	2		48	80	80		28			32	24	\$44,656	\$1,000	\$1,200	\$46,856
1.6 PLC and SCADA Programming(f)															
1.6.1 SCADA Configuration / Programming			8			120						\$20,096			\$20,096
1.6.2 PLC Programming			8			80						\$13,896			\$13,896
1.6.3 Field Testing and Startup			4			24	48	36				\$15,208	\$2,000		\$17,208
1.7 Operation Startup Assistance (g)								40				\$5,480			\$5,480
1.8 Final Inspection Assistance (h)	4		16	8								\$5,224	\$500		\$5,724
1.9 Prepare Record Drawings				8					40	40	16	\$12,640	\$5,500	\$500	\$18,640
1.10 Prepare Operation and Maintenance Manual (i)	2		40	80	120	8	16		8	96	80	\$62,076	\$2,000	\$15,000	\$79,076
1.11 Project Management and Administration	2	8	80	40							40	\$27,068	\$2,500		\$29,568
Subtotal	26	8	280	416	352	232	132	76	112	168	200	298,180	16,750	19,100	\$334,030
Total Estimate for Engineering Design Services During Construction															\$334,030

Notes

- (a) Based on 2009 hourly rates
- (b) Original bid documents amended to include addenda.
- (c) Up to 13 monthly and 3 additional meetings.
- (d) Up to a combined total of 50 initial and revised submittals.
- (e) Up to 40 responses to RFIs.
- (f) Specific scope to be agreed upon at time of configuration
- (g) Allowance of 40 hours.
- (h) Limited to two separate on-site inspections.
- (i) Three copies of draft and five copies of final manual in loose leaf binders and an electronic copy on a CD.

ECO:LOGIC Engineering
AUBR09-001

June 2009
City of Auburn 2009 Wastewater Treatment Plant Improvements Project - Engineering Design Services During Construction

Professional Services Agreement
City of Auburn / Eco:logic Engineering, Inc.

EXHIBIT B
CITY OF AUBURN
2009 WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

CONSTRUCTION MANAGEMENT FEE ESTIMATE
REINFORCING STEEL INSPECTION

TASK	Staff	ECO:LOGIC STAFF HOURS							LABOR COST	EXPENSES/SUBS (b)	TOTAL COST
		Principal in Charge Steve Beck	Construction Manager/RE Jack Harbour	Resident Manager Lindsey Leonard	Inspector III Russ Ortman	Inspector IV Matt Boring	Administrative Assistant II Amy Rangel	TOTAL HOURS			
	2008 Billing Rate (\$/hr)	208	188	153	118	151	77	hrs	(\$)	(\$)	(\$)
2.0 Construction Phase Services											
2.1 Pre-Construction Meeting/Award/Notice to Proceed						24		24	3,624		3,624
2.2 On-Site Resident Engineering and Inspection (a)					48	40	8	96	12,320	800	13,120
2.3 Startup Testing and Initial Operations Assistance						80		80	12,080		12,080
Totals for Task 2.0 Construction Phase Services		0	0	0	48	144	8	200	28,024	800	28,824
3.0 Post Construction Services											
3.1 Project Closeout, Compile Record Drawings					8			8	944	2,000	2,944
3.2 Final Engineering Report for Project			2					2	376	1,500	1,876
Totals for Task 3.0 Post Construction Services		0	2	0	8	0	0	10	1320	3500	4820
Totals for Rebar/Pre-Concrete Construction Inspection Only		0	2	0	56	144	8	210	\$29,344	\$4,300	\$34,000

(a) Assumes field office provision and maintenance by Contractor.

Total Task 1, 2 & 3: \$368,030

1 RESOLUTION NO. 09-
2 RESOLUTION AUTHORIZING THE CONSULTANT AGREEMENT WITH ECOLOGIC
3 ENGINEERING FOR CONSTRUCTION SUPPORT FOR THE 2009 WWTP
4 IMPROVEMENTS PROJECT.

5 -----
6 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

7 That the City Council of the City of Auburn does hereby authorize the
8 Director of Public Works to execute a consultant agreement with Eco:logic
9 Engineering, Inc. for Construction Support of the 2009 WWTP Improvements
10 Project.

11 A true and correct copy of each said consultant agreement is attached hereto
12 as Exhibit "A."
13

14 DATED: August 24, 2009
15

16 _____
J.M. Holmes, Mayor

17 ATTEST:

18 _____
19 Joseph G. R. Labrie, City Clerk
20

21 I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
22 that the foregoing resolution was duly passed at a regular session meeting of
23 the City Council of the City of Auburn held on the 24th day of August 2009 by
the following vote on roll call:

24 Ayes:

25 Noes:

26 Absent:

27 _____
Joseph G. R. Labrie, City Clerk
28